



COUNTY OF LOS ANGELES
Child Support Services Department



STEVEN J. GOLIGHTLY
DIRECTOR

AGENDA DATE: June 19, 2007

May 31, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION FOR THE LOS ANGELES COUNTY CHILD SUPPORT
SERVICES DEPARTMENT (CSSD) TO ENTER INTO AN AGREEMENT WITH
ELECTRONIC DOCUMENT PROCESSING, INC., (EDP LEGAL SERVICES) FOR
SERVICE OF LEGAL PROCESS
(ALL DISTRICTS – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the service of legal process for the Los Angeles County Child Support Services (CSSD) can be performed more economically by an independent contractor than by County employees.
2. Approve and instruct the Chair to sign the enclosed Agreement with Electronic Document Processing, Inc., (EDP Legal Services), effective August 29, 2007 or the day after Board approval, whichever is later, through August 28, 2009, at a maximum contract amount of \$3 million fully funded by federal and State revenue, to provide legal Process Services on case participants. Funding for this contract is included in the FY 2007-08 Budget. Funding for future years will be included in the Department's budget requests.
3. Delegate authority to the Director of CSSD to increase the maximum contract sum per year by 10% if needed without further Board approval. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to increasing the amount by 10%, and the Director will notify the CAO in writing within ten business days after execution.

EXECUTIVE OFFICE
5770 S. Eastern Avenue Commerce, CA 90040 – (323) 889-3400

“To Enrich Lives Through Effective And Caring Service”

4. Delegate authority to the Director of CSSD, to negotiate, prepare and execute amendments to the contract to extend services with EDP Legal Services for two (2) additional twelve-month periods.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval is requested of the enclosed Agreement with EDP Legal Services, to perform service of legal process for the CSSD. The current Agreement expires on August 28, 2007.

Under this Agreement, the CSSD will only pay for completion of a successful service of legal process; the unit charge will range from \$25.00 to \$78.00 depending on the location where the court document is served. The establishment of paternity and/or support in child support cases is dependent upon successful service.

Implementation of Strategic Plan Goals

The agreement is consistent with the principles of the Countywide Strategic Plan Goal #4 (Fiscal Responsibility) to strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING:

This Agreement will be funded for an initial period of twenty-four (24) months beginning August 29, 2007, or upon execution by the Board, whichever is later. Upon mutual agreement of both parties, this Agreement shall be renewed automatically for two additional twelve (12) month periods. Compensation for the services for the CSSD shall not exceed \$1.5 million annually, for the term of the Agreement.

The cost associated with this service is estimated at \$1.5 million annually, which will be subvented at a rate of 100 percent by the state and federal governments. This cost is included in the CSSD Fiscal Year 2007-2008 budget.

Federal funding is only available for service of legal process if the County contracts with an independent contractor. According to the Code of Federal Regulations (CFR), specifically 45 CFR Section 304.21 (b)(1), "federal financial participation is not available in service of process and court filing fees unless the court or law enforcement agency would normally be required to pay the cost of such fees."

FROM:

State and Federal Incentives	\$ 510,000
Federal Financial Participation	\$ 990,000
Total Program Funding	\$1,500,000

TO:

EDP Legal Services	\$1,500,000
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Agreement meets all mandatory requirements of County Code Section 2.121.380 and has been approved as to form by County Counsel. In addition, the Chief Administrative Office's Risk Management Section has reviewed and approved the indemnification and insurance provisions.

Board Policy #5.135 County's Safely Surrendered Baby law was discussed during negotiations with the Contractor and Contractor was encouraged to voluntarily post the poster at their place of business.

CONTRACTING PROCESS:

Information regarding the Request for Proposals (RFP) was advertised in the Daily News, Daily Journal, La Opinion, Los Angeles Times and LA Watts Times. In response to the RFP, All-N-One Legal Services, Calserve, Inc., EDP Legal Services, and Yoakum Investigations submitted proposals. The proposal submitted by Calserve was deemed non-responsive.

Senior Managers from the Child Support Services Department, Management staff from the Department of Public Social Services (DPSS) and staff from the CAO Office reviewed the proposals. EDP Legal Services was selected because their proposal was rated highest with the lowest cost in the overall evaluation.

The department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage. A Proposition A cost analysis has been developed and is on file in the Department.

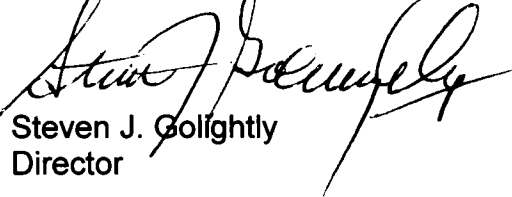
IMPACT ON CURRENT SERVICES (OR PROJECTS):

The establishment of paternity and or support in Child Support cases is dependent upon successful service of process. The award of this contract will not result in the reduction of County services as specified in Section 2.121.295 of the Los Angeles County Code.

CONCLUSION:

Instruct the Executive Officer-Clerk of the Board to send an executed copy of the Agreement to EDP Legal Services, 16700 Valley View Avenue, Suite 280, La Mirada, California 90638 and two copies to Child Support Services Department, 5770 South Eastern Avenue, 3rd Floor, Commerce, California 90040, attention Elisha Gardner at (323) 889-3414.

Respectfully submitted, c



Steven J. Golightly
Director

SJG:lb

Enclosure

c: Executive Office, Board of Supervisors
 Chief Administrative Officer
 County Counsel
 Office of Affirmative Action



CONTRACT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
CHILD SUPPORT SERVICES DEPARTMENT**

AND

**ELECTRONIC DOCUMENT PROCESSING, INC.
(DBA: EDP LEGAL SERVICES)**

FOR

SERVICE OF PROCESS

2007

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	WORK	3
4.0	TERM OF CONTRACT	3
5.0	CONTRACT SUM	3
6.0	ADMINISTRATION OF CONTRACT- COUNTY	6
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	7
7.1	CONTRACTOR'S PROJECT MANAGER	7
7.2	APPROVAL OF CONTRACTOR'S STAFF	7
7.3	CONTRACTOR'S STAFF IDENTIFICATION	8
7.4	BACKGROUND & SECURITY INVESTIGATIONS	8
7.5	CONFIDENTIALITY	9
8.0	STANDARD TERMS AND CONDITIONS	9
8.1	AMENDMENTS.....	9
8.2	ASSIGNMENT AND DELEGATION	10
8.3	AUTHORIZATION WARRANTY.....	11
8.4	BUDGET REDUCTIONS.....	11
8.5	COMPLAINTS.....	11
8.6	COMPLIANCE WITH APPLICABLE LAW.....	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	12
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM.....	13
8.9	CONFLICT OF INTEREST.....	14
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.....	15
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	15
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	15
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	18
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	18
8.15	COUNTY'S QUALITY ASSURANCE PLAN	18
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	19
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	19

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.18	FACSIMILE REPRESENTATIONS	19
8.19	FAIR LABOR STANDARDS	20
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	20
8.21	INDEPENDENT CONTRACTOR STATUS	20
8.22	INDEMNIFICATION	21
8.23	GENERAL INSURANCE REQUIREMENTS	21
8.24	INSURANCE COVERAGE REQUIREMENTS	23
8.25	LIQUIDATED DAMAGES	24
8.26	MOST FAVORED PUBLIC ENTITY	25
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	25
8.28	NONEXCLUSIVITY	26
8.29	NOTICE OF DELAYS	26
8.30	NOTICE OF DISPUTES	27
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	27
8.32	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	27
8.33	NOTICES	27
8.34	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	27
8.35	PUBLIC RECORDS ACT	28
8.36	PUBLICITY	28
8.37	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	29
8.38	RECYCLED BOND PAPER	31
8.39	SUBCONTRACTING	31
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	32
8.41	TERMINATION FOR CONVENIENCE	32
8.42	TERMINATION FOR DEFAULT	33
8.43	TERMINATION FOR IMPROPER CONSIDERATION	34
8.44	TERMINATION FOR INSOLVENCY	34
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	35
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	35
8.47	VALIDITY	35

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.48	WAIVER	36
8.49	WARRANTY AGAINST CONTINGENT FEES	36
8.50	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	36
9	UNIQUE TERMS AND CONDITIONS	37
9.1	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	37
9.2	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	44
9.3	PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION	45
9.4	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	46
	SIGNATURES	47

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

PROP A – LIVING WAGE PROGRAM DOCUMENTS (J THRU M)

- J LIVING WAGE ORDINANCE
- K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT
PAYMENTS
- L PAYROLL STATEMENT OF COMPLIANCE
- M CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
CHILD SUPPORT SERVICES DEPARTMENT
AND
ELECTRONIC DOCUMENT PROCESSING, INC.
(DBA: EDP LEGAL SERVICES)
FOR
SERVICE OF PROCESS**

This Contract and Exhibits made and entered into this 19th day of June, 2007 by and between the County of Los Angeles, hereinafter referred to as County and **Electronic Document Processing, Inc., (DBA: EDP Legal Services)**, hereinafter referred to as Contractor. **EDP Legal Services** is located at **16700 Valley View Avenue, Suite 280, La Mirada, California 90638.**

RECITALS

WHEREAS, the County may Contract with private businesses for Service of Process when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Service of Process; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to Contract Service of Process; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Living Wage Ordinance*
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments*
- 1.11 EXHIBIT L - Payroll Statement of Compliance*
- 1.12 EXHIBIT M - Charitable Contribution Certification

***Prop A – Living Wage Program**

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Management Division Chief:** Person designated by Department Director to manage the operations under this Contract.

Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.5 Day(s): Calendar day(s) unless otherwise specified.

2.6 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be two (2) years commencing on August 29, 2007 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to 2 additional one-year periods, for a maximum total Contract term of 4 years. Each such option and extension shall be exercised at the sole discretion of the Department Director or his/her designee.

4.3 The Contractor shall notify CSSD when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to CSSD at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

5.1 For the services performed under this Contract, Contractor shall be paid according to the rates set forth in the *Pricing Schedule – Exhibit B*.

For the first Contract year and each additional one-year period, the maximum Contract sum **shall not exceed \$1,500,000 per year**.

5.2 No payment will be made for unsuccessful service.

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to CSSD at the address herein provided in *Exhibit E - County's Administration*.

5.5 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.6.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, facility and/or other work for which payment is claimed.

5.6.4 The Contractor shall submit an original invoice monthly to the County Contract Management Division Chief within thirty (30) calendar days after the end of the month in which services were provided.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- ***Exhibit K - Monthly Certification for Applicable Health Benefit Payments***
- ***Exhibit L - Payroll Statement of Compliance***

5.6.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Child Support Services Department
Contracts and Grants Management Division
Elisha Gardner, Contract Management Division Chief
5770 South Eastern Avenue, 3rd Floor
Commerce, California 90040

County may delay the last payment due until one (1) month after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

5.6.6 County Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than thirty (30) days from receipt of properly prepared invoices by the County.

5.7 Cost of Living Adjustments (COLA's)

The Contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of

Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage Contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Administrator

- 6.1.1** The County Contract Management Division Chief or designee has full authority to supervise Contractor's performance in the daily operation of this Contract, and shall provide direction to Contractor in areas relating to policy, information and procedural requirement.
- 6.1.2** The County Contract Management Division Chief or designee shall make changes in the standard terms and conditions of this Contract in accordance with *Sub-paragraph 8.1 - Amendments*.
- 6.1.3** The County Contract Management Division Chief or designee shall have complete and exclusive authority in all substantive questions, including without limitation, interpretation of Federal, State, and local laws, civil procedures, legal process, court rules and administrative regulations.

6.2 CSSD Site Coordinators

- 6.2.1** CSSD will appoint a liaison person (site coordinator) and provide information to Contractor regarding pick-up and deliver materials. CSSD Site Coordinator's duties include:
 - Assist in determining the efficacy of the Contractor provided services.

- Review the work and information provided, ensure that documents are served timely and contain all the appropriate information and shall coordinate the transfer of information, which may be electronic with the Contractor.
- Shall provide daily assistance to Contractor's personnel as needed.
- Shall advise the County's Contract Management Division Chief of the Contractor's compliance with the specific tasks and requirements.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name, address, telephone number, facsimile number, and e-mail address of the individual designated to act as Contractor's Project Manager, or any alternate, and provide a current copy of the person's resume at the time the Contract is executed and as changes occur. The Contractor shall provide a full time Contractor's Project Manager in the office servicing the Contract to act as a liaison for the Contractor in coordinating the performance under the Contract.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

Minimum qualifications include:

- The Contractor's Project Manager must have five (5) years of management experience with three (3) years experience managing the Contract of a firm doing Service of Process.
- Knowledge of applicable Federal and State laws and regulations.
- At minimum, the Contractor's Project Manager or designee shall be available between 8:00 a.m. and 5:00 p.m. (pst), Monday through Friday, except on County recognized holidays, for telephone contact and to meet with the County personnel designated to discuss the operation of the Contract.

7.2 Approval of Contractor's Staff

7.2.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed

changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.2.2 Personnel provided by the Contractor to serve legal papers must be at least (19) years of age and not a party to the action.

7.2.3 Personnel provided by the Contractor shall present a neat appearance and maintain a respectful, courteous and helpful demeanor.

7.2.4 Personnel provided by the Contractor shall be able to read, write, speak and understand English.

7.2.5 Personnel provided by the Contractor shall acknowledge the attorney/client privilege and be bound by the Code of Professional Responsibility.

7.2.6 Personnel provided by the Contractor must assume the responsibility for handling sensitive materials and performing confidential duties. All Contractor personnel used in providing services under this Agreement shall sign the Contractor Employee Acknowledgement and Confidentiality Agreement, Exhibit G2.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve employee's ID badge on the next business day after the employee has terminated employment with the Contractor.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during

the term of this Contract. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.

- 7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.5.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.5.5 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any terms or conditions included under this Contract, an Amendment shall be prepared by the County and executed by the Contractor and the Department Director or his/her designee or it may have to be executed by the Board of Supervisors.

8.1.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared by the County and executed by the Contractor and the Department Director.

8.1.3 The Department Director or his/her designee may at his/her sole discretion, authorize extensions of time as defined in *Paragraph 4.0 - Term of Contract*. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared by the County and executed by the Contractor and the Department Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be

a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County.

Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, **debar the Contractor from bidding or proposing on, or being**

awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract remain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective

action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party,

when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1 - Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and

responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Child Support Services Department, Elisha Gardner, Contract Management Division Chief, 5770 S. Eastern Avenue, 3rd Floor, Commerce, California 90040, prior to commencing services under this Contract.

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage's required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured's for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the

Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply

results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24.5 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall

provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Department Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Department Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Director, or his/her designee, may:

- Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in Exhibit A - *Statement of Work, Technical Exhibit 1*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted

and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict CSSD from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1)

business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Director, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The *Director, or his/her designee* shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the

requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from

the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.37.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.39.6 The County's Contract Management Division Chief is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance

required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Child Support Services Department
Contracts and Grants Management Division
5770 South Eastern Avenue, 3rd Floor
Commerce, California 90040
Attn: Elisha Gardner, Contract Management Division Chief

before any Subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this

Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Management Division Chief:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable

for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from Contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently ~~suspended, debarred, ineligible, or excluded~~ from ~~securing federally funded~~ Contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit J* and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall

be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires

the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Monthly Certification for Applicable Health Benefit Payments -Exhibit K and Payroll Statement of Compliance - Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the

County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited.

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.2.5 The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.3 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit M, the County seeks to ensure that all County Contractors, which receive or raise charitable contributions, comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: [Signature]
Name

By John T. Collins
Name

PRESIDENT
Title

COUNTY OF LOS ANGELES

By [Signature]
(Mayor/Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

By [Signature]
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By [Signature]
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28

JUN 19 2007

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

STANDARD EXHIBITS

A	STATEMENT OF WORK.....
B	PRICING SCHEDULE
C	CONTRACTOR'S PROPOSED SCHEDULE
D	CONTRACTOR'S EEO CERTIFICATION.....
E	COUNTY'S ADMINISTRATION
F	CONTRACTOR'S ADMINISTRATION

G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION

G1	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
G2	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
G3	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
H	JURY SERVICE ORDINANCE
I	SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

J	LIVING WAGE ORDINANCE
K	MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
L	PAYROLL STATEMENT OF COMPLIANCE
M	CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT A

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1	INTRODUCTION	1
2	SCOPE OF WORK	4
3	QUALITY CONTROL PLAN	4
4	QUALITY ASSURANCE PLAN	4
5	CONTRACT DISCREPANCY REPORT	5
6	DEFINITIONS	6
7	RESPONSIBILITIES	6
8	HOURS OF OPERATION	9
9	SPECIFIC TASKS	9
10	LICENSES AND CREDENTIALS	12
11	PERFORMANCE REQUIREMENTS	12
12	REGULATIONS AND FORMS	14

STATEMENT OF WORK (SOW)

1. INTRODUCTION

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2. SCOPE OF WORK

- 2.1 Contractor(s) shall furnish all personnel services, supplies, materials and equipment necessary to provide ongoing service of process services. Services shall meet all legal requirements.
- 2.2 The Proposed Contract is not an exclusive Contract. The County reserves the right to contract with other Contractors or request the services of other firms for the same or similar services.
- 2.3 Contractor(s) must perform to the standards in *Paragraph 11, Performance Requirements*.
- 2.4 Services shall meet all legal requirements for service of process. A summary of the laws involved is referred to later under **Regulations**.
- 2.5 Contractor(s) must perform to the standards in the **Performance Requirements Summary, Technical Exhibit 1**.

3. QUALITY CONTROL PLAN

Contractor(s) shall establish and maintain a Quality Control Plan (Plan) to assure the requirements of the Contract are met. The Plan shall be submitted as a part of the proposal. An updated copy must be provided to the County Contract Management Division Chief at the start of the Contract and as changes occur. The Plan shall include but not be limited to the following:

- 3.1 A monitoring system covering all services listed under Performance Requirements, in Paragraph 11 of this Exhibit A. It must specify the methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

The Plan must include the following:

- ☐ Specific activities to be monitored.
 - ☐ Methods of monitoring, to include, but not to be limited to, methods of verifying authenticity of reports, methods to ensure quality of services, etc.
 - ☐ Frequency of monitoring.
 - ☐ Samples of forms to be used in monitoring.
- 3.2 An emergency plan that covers the method for continuing to provide services to the CSSD in the event of an emergency that disrupts Contractor's operations.
 - 3.3 A record of all inspections conducted by Contractor(s), to corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification of a problem and completed corrective action shall be provided to the County upon request.

4. QUALITY ASSURANCE PLAN

- 4.1 The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Sample Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's **Quality Assurance Plan**.

- 4.2 The Contractor(s) shall tightly control time intervals of when legal papers are received from the County, when process is served, and when the forms are returned to the County.
- 4.3 Contractor(s) will keep a log, database, or other records that will allow a particular case to be traced when necessary.
- 4.4 Contractor(s) shall maintain a file of all relevant employment information on all personnel providing services to County pursuant to this Contract. This file shall be made available for review if requested by the County during the term of this Contract.
- 4.5 Any Contractor(s) personnel who does not meet the minimum requirements described in the Contract, or does not otherwise satisfactorily complete any interview, shall be immediately replaced by the Contractor(s).
- 4.6 The County shall evaluate the Contractor's performance under this Contract based on the specific tasks and requirement in this Contract.
- 4.7 The Contractor(s) is required to attend all scheduled monthly meetings.
- 4.8 The County Contract Management Division Chief shall consult with the Contractor's Project Manager to resolve any problems related to the provision of services. The County's Contract Management Division Chief will review and determine if penalties should be assessed against the Contractor(s) according to the ***Performance Requirements Summary, Technical Exhibit 1***.
- 4.9 If a dispute occurs regarding services or penalties under the Contract and such disputes cannot be resolved between the County Contract Management Division Chief and the Contractor's Project Manager, it will be referred to the Child Support Services Department Director or his/her designee whose decision will be final.

5. CONTRACT DISCREPANCY REPORTS

Every effort shall be made by the County to anticipate and work with Contractor(s) to identify and resolve any problems under the Contract. However, should deviations from agreed-upon performance occur, in addition to the liquidated damages described below, the Contract Management Division Chief will issue a written *Contract Discrepancy Report, Technical Exhibit 2*, describing the nature of the deviation to the Contractor(s).

- 5.1 Verbal notification of a contract discrepancy will be made to the Contractor's Project Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contractor's Project Manager shall immediately resolve the problem.
- 5.2 The County's Contract Management Division Chief will determine whether a formal Contract Discrepancy Report shall be issued.
- 5.3 If a Contract Discrepancy Report is issued, it will be mailed or hand delivered to the Contractor's Project Manager.
- 5.4 Upon receipt of this document, Contractor(s) is required to respond in writing to the Contract Management Division Chief within the time period specified on the

report, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report.

6. DEFINITIONS

- 6.1 **ARS** - ACSES Replacement System; the County's automated child support case management system currently in use.
- 6.2 **Child Support Services Department (CSSD)** – Formerly the bureau within the District Attorney's Office responsible for delivery of child support enforcement services under Title IV-D of the Social Security Act. CSSD consists of eight (8) Division Offices, with administrative headquarters located in Commerce, CA.
- 6.3 **Board of Supervisors (BOS)** - The Board of Supervisors of the County of Los Angeles, acting as governing body of proposed service area.
- 6.4 **Child Support Enforcement (IV-D) Program** - Federal program requiring each state and/or local jurisdiction to establish paternity, establish support obligations, locate absent parents, enforce support obligations, and collect and distribute support payments on behalf of all recipients of Public Assistance and Medical Support and all others who apply for services.
- 6.5 **Code of Federal Regulations (CFR) Part 300** - The section of the federal regulations that delineate the mandatory requirements and performance standards for the state or local child support enforcement agency.
- 6.6 **Child Support Officer (CSO)** – Child support caseworkers and representatives.
- 6.7 **Performance Requirements Summary (PRS)** - Identifies and summarizes elements of the Contract the County will evaluate to assure that Contract performance standards are met by Contractor(s).
- 6.8 **Standard** - Minimum requirement set by **COUNTY** for performing a service or activity.

7. RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

7.1 County Contract Management Division Chief

- 7.1.1 The County shall designate an individual who has full authority to provide liaison between the Contractor(s) and County. The County shall inform the Contractor(s) of the name, address and telephone number of this individual at the time the Contract is awarded.

- 7.1.2 The Contract Management Division Chief will supervise the County monitoring of the operations of this Contract.
- 7.1.3 The Contract Management Division Chief will provide direction to Contractor(s) in areas relating to policy and procedural requirements.
- 7.1.4 The Contract Management Division Chief will prepare Change Notices in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 7.1.5 The Contract Management Division Chief is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way whatsoever beyond the terms of the Contract.

7.2 CSSD Responsibilities

- 7.2.1 The Child Support Services Department shall designate a Site Coordinator at each facility where the Contractor(s) is to deliver the documents. The County shall inform the Contractor(s) of the name, address and telephone number of the County's Site Coordinator.
- 7.2.2 The County Site Coordinator shall review the documents to be served daily, ensure that the packets to be delivered to the Contractor(s) contain all the appropriate documents and coordinate the pickup and filing of the documents with the Contractor's personnel. The Site Coordinator will also be responsible for completing and updating the transmittal log and shall monitor to ensure the Contractor(s) arrives at the designated times.
- 7.2.3 The County's Site Coordinator shall provide daily assistance to Contractor's personnel if needed.
- 7.2.4 The County's Site Coordinator shall advise the County's Contract Management Division Chief of the Contractor's compliance with the specific tasks and requirements.

CONTRACTOR(S)

7.3 Contractor's Project Manager

- 7.3.1 The Contractor(s) shall provide the name, address and telephone number of the Contract Manager and this person shall be authorized to act for the Contractor(s) in the direction of daily operations of the Contract.
- 7.3.2 The County shall have sole discretion to approve the Contract Manager and any replacement recommended by Contractor(s).
- 7.3.3 The Contract Manager or designee shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays.
- 7.3.4 The Contract Manager and designee shall be able to read, write, speak and understand English.

7.4 Other Contractor(s) Personnel

- 7.4.1 Personnel provided by the Contractor(s) to serve legal papers must be at least eighteen (18) years of age and not a party to the action.
- 7.4.2 Personnel provided by the Contractor(s) shall present a neat appearance and maintain a respectful, courteous and helpful demeanor.
- 7.4.3 Personnel provided by the Contractor(s) shall be able to read, write, speak and understand English.
- 7.4.4 Personnel provided by the Contractor(s) shall acknowledge the attorney/client privilege and be bound by the *Code of Professional Responsibility*.
- 7.4.5 Personnel provided by the Contractor(s) must assume the responsibility for handling sensitive materials and performing confidential duties. All Contractor(s) personnel and/or process servers used in serving process under this Agreement shall sign the *Acknowledgment of Responsibility and Liability for Confidentiality* before serving any process for the County.

7.5 Other Key Personnel

The County and Contractor(s) shall each designate other key personnel to perform day-to-day functions.

7.6 Employee Acceptability

Prior to the commencement date of this Contract, Contractor(s) shall provide to the County a list of all persons and/or entities it intends to employ in providing services under this Contract, so that the County may do background investigations if it deems necessary. The County Contract Management Division Chief may, at his/her sole discretion, direct the Contractor(s) to replace any of the individuals the Contractor(s) has provided within 24 hours, when reasonably requested to do so.

7.7 Employee Benefits and Payments

- Contractor(s) will be solely responsible for providing to, or on behalf of its employees all legally required employee benefits.
- County shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the Contractor(s).

7.8 Contractor(s) Furnished Items

- 7.8.1 **Personnel, Services/Supplies, Materials** - Contractor(s) shall provide all personnel, services, supplies, and materials necessary to perform all services required by this Statement of Work.
- 7.8.2 **Office Equipment** – Contractor(s) will provide without cost to County all office equipment, desks, chairs, and other necessary office furniture to be utilized by Contractor(s) during the term of the Contract.

7.8.3 Contractor(s) shall provide for the cost of repairs to any and all equipment and furnishings arising out of Contractor's usage, abuse or carelessness. In addition, Contractor(s) shall provide for replacement costs of equipment and maintenance agreements.

7.8.4 Equipment – It is anticipated that the Contractor(s) will already be in possession of necessary equipment.

7.8.5 Employee Identification Badges - Contractor(s) shall provide distinctive identification badges for all of their employees who work on this agreement and go to County facilities for any reason.

8. HOURS OF OPERATION

8.1 Contractor(s) shall maintain office hours between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. However, service of legal documents is not limited to the office hours of operation.

8.2 Contractor(s) shall not provide pickup/delivery service on County recognized holidays. These holidays may change slightly from year-to-year. This does not preclude the Contractor(s) from serving process on such holidays. The Contract Management Division Chief will provide Contractor(s) with a list of holidays for the succeeding year as soon as they are available. In 2007 the holidays are:

New Years Day	Monday, January 1, 2007
Martin Luther King Jr.'s Birthday	Monday, January 15, 2007
President's Day	Monday, February 19, 2007
Memorial Day	Monday, May 28, 2007
Independence Day	Wednesday, July 4, 2007
Labor Day	Monday, September 3, 2007
Columbus Day	Monday, October 8, 2007
Veteran's Day	Sunday, November 11, 2007
Thanksgiving Day	Thursday, November 22, 2007
Friday after Thanksgiving	Friday, November 23, 2007
Christmas Day	Tuesday, December 25, 2007

9. SPECIFIC TASKS

9.1 This chapter describes the scope of work to be completed under this proposed contract. Contractor(s) must manually pick up Service of Process papers at a time agreed upon by the County and Contractor(s) from the following locations:

- a. Division I
15531 Ventura Blvd. Daily
Encino, CA 91436-3157
- b. Division II
5770 S. Eastern Avenue Daily
Commerce, CA 90040-2924

- c. Division III
2934 E. Garvey Avenue
West Covina, CA 91791-2191
Daily
- d. Division IV
621 Hawaii Street
El Segundo, CA 90245-4825
Daily
- e. Division V
20221 S. Hamilton Avenue
Torrance, CA 90502-1321
Daily
- f. Division VI
1020 E. Palmdale Blvd.
Palmdale, CA 93550
Twice Weekly
- g. Interstate Unit
5701 S. Eastern Avenue
Commerce, CA 90040-2924
Daily
- h. Criminal Prosecution Division
600 S. Commonwealth Avenue
Los Angeles, CA 90006
TBD

9.2 Pickup schedules are subject to change as dictated by the needs of the County.

9.3 Specific times for pickup and deliveries at each office will be designated in writing prior to implementation of this contract and may be amended in writing from time-to-time as agreed between County and Contractor(s), as further automation and centralization occurs, pickup locations and frequency may be reduced or increased.

9.4 County shall provide to Contractor(s), at the time the case is assigned to Contractor(s), all known valid addresses for service, whether of a residence or business.

9.5 Once Contractor(s) has received the documents, it shall continue its attempt at service until:

- a. The documents are served in the prescribed manner;
- b. The time for service has expired;
- c. Contractor(s) has determined that further attempts at service at the address(es) supplied by County or discovered by Contractor(s) would be futile, or unless otherwise requested by the County.

9.6 During the time that Contractor(s) has the documents in its possession, it shall report the status of each case to the County no less frequently than every thirty (30) days in a form agreeable to the County.

- 9.7 Contractor(s) shall, within five (5) business days of termination of its attempts at service for any of the reasons specified in §8.3, return to the County at the designated location, the *Proof of Service, Not Found/Not Served Return*, and service documents.
- 9.8 Personal Service is the preferred method. Where substitute service is authorized, Contractor(s) shall comply with reasonable diligence requirements (CCP §415.20) before proceeding with substituted service, and shall comply with all formal requirements, including, but not limited to, mailing a copy of the papers served to the address where the papers were delivered and completing the *Proof of Service* and *Declaration of due Diligence*. These documents shall be delivered to the designated office no later than the fifth (5th) business day after mailing the service documents.
- 9.9 The Contractor(s) shall fully document all attempts at service, to include date, time, place, manner in which a party was located, and other pertinent circumstances, and shall retain such information in its records whether service is successful or unsuccessful. Such information shall be made available to the County upon request and shall be produced at any court proceeding at which the validity of service is at issue.
- 9.10 Subpoenas, Citations and Orders to Show Cause (OSC) shall be served as expeditiously as possible and Proof of Service returned to CSSD at least five (5) business days prior to the related hearing.
- 9.11 The Contractor(s) shall provide both a signed confidential proof of service and a signed proof of service detailing the service address. Family Code Section 17212(b)(3) states that the record of the address be on file. The Court requires that CSSD have the address on file in the form of an unredacted proof of service. CSSD requires both a redacted proof of service and unredacted proof of service. One is filed with the Court and one is retained in our case file. This is required on all proofs of service.
- 9.12 Under certain circumstances, either the County or the Contractor(s) may need to make arrangements for special timeframes and special handling of individual cases. This will be arranged between the County's Site Coordinator and employees to be designated by the Contractor(s).
- 9.13 All documents provided to the Contractor(s) are confidential. No information concerning parties or persons named in such documents shall be released except as necessary in the performance of Contractor's duties under this Contract, and as necessary to effect service.
- 9.14 County requires the Contractor(s) to make efforts to maximize successful process service, including attempts at different times of day or night and different days of the week in order to legally complete substituted in those cases where personal service is not possible.
- 9.15 Contractor(s) shall deliver legal documents received from the CSSD office in question as part of its standard service. This requirement shall include local service, in state service and out of state service.

- 9.16 In the event that a party, who has been served with a document pursuant to this contract, denies that he has been served, it shall be Contractor's responsibility to have the process server or other competent witness available to:
- a. Discuss the case with the CSSD staff responsible for the case.
 - b. Execute necessary *declarations or affidavits*.
 - c. Testify at court hearings or depositions when given notice without the need for subpoena or subpoena duces tecum.
- 9.17 The Contractor(s) shall provide pick-up and delivery service to/from the CSSD locations in question as well as receive electronic transmission of documents.
- 9.18 The Contractor(s) shall provide facilities to receive electronically submitted documents.
- 9.19 The Contractor(s) shall comply with all laws, regulations and rules of the court (e.g., as required by the court rules, the Contractor(s) shall use recycled paper on all documents it prepares for filing with the Court).

10. LICENSES AND CREDENTIALS

- 10.1 All Contractor(s) personnel providing services under this Contract, which require specific licenses or credentials, must be current and valid throughout the period of contract performance.
- 10.2 Any Contractor(s) employee or agent who drives a vehicle in performance of this Contract shall have a valid *California Operator's License* for that vehicle class. Contractor(s) shall supply the County with a copy of the license of each person who will serve process pursuant to the Contract.
- 10.3 The Contractor(s) shall maintain a file of required insurance, licenses and credentials for the business entity and for all subject employees or subcontractors which is current at all times and accessible to County inspection.

11. PERFORMANCE REQUIREMENTS

This exhibit lists the required services which will be monitored by County. (Included in this Performance Requirements Summary are the service standards, maximum allowable deviation from perfect performance, and deductions for unacceptable performance).

11.1 **Contract Monitoring**

Each month Contractor's performance will be compared to the Contract standards and Acceptable Quality Levels (AQLs). AQL is a measure to express the allowable leeway or variance from contract standard, above which County will reject a specific service. An AQL does not imply that Contractor(s) may

knowingly perform in a defective way. It implies that County recognizes the fact of unintentional human error. If defective performance exceeds the standards as stated in this section, a *Contract Discrepancy Report, Technical Exhibit 2*, shall be issued and deductions and/or other action imposed. County may evaluate Contractor's performance through any or a combination of the following monitoring methods:

- Random sampling
- 100% inspection
- User complaints
- Review of management reports
- On-site surveillance
- Review of County data and records

11.2 Contractor Performance Requirements

11.2.1 Criteria for Acceptable and Unacceptable Performance

Performance of a service listed in the Contract is considered acceptable when the number of discrepancies found by County during Contract monitoring does not exceed the number of discrepancies allowed by the AQL.

For services reviewed by sampling, Contractor(s) will be required to immediately correct those activities found to be unacceptable. The correction of problems found will not improve the overall rating of that service, since the sample represents the entire work required.

11.2.2 Remedies for Unacceptable Performance

When the Contractor's performance does not conform with the requirements of this Contract, County will have the right to apply the following non-performance remedies:

Require Contractor(s) to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor(s) must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor(s) by a computed amount.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor(s) to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specific within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor(s) failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

In the event that Contractor(s) has failed to perform in accordance with the standards set forth in Section 10.2 above, the County may, at its option, wholly or partially terminate the Contract, secure services from any other source and pursue the remedy set forth in this Contract.

12 REGULATIONS AND FORMS

REGULATIONS

The following code sections pertaining to *Service of Process* are relevant to the Contract. Some are included for informational purposes only; some set forth requirements that must be adhered to by the Contractor(s). This list is presented as a guideline for the Contractor(s) and is not meant to be all-inclusive:

Penal Code	§243.6, 470
Business & Professional Code	§22350-22360
Government Code	§22960 – 960.8 (service on public agency)
Military & Veteran's Code	§390
Code of Civil Procedure	§262.2, 412.10 – 417.40, 487.020, 680.330, 687.040, 687.050, 706.108, 715.040, 1011, 1013, 1013a, 1018, 1073, 1096, 1987, 2020(f)
California Federal Regulations	45 CFR 303.3, 303.70, 305.33
Family Code	17000 Section 17212(b)(3), 17505, 17506, 15708, 17512

FORMS

Exhibits in this Contract include forms that are pertinent to this Contract.

Exhibits G1, G2 and G3 must be completed by the Contractor(s) and all employees/agents of the Contractor(s) who are involved with *Service of Process* for the County. These forms will be completed prior to the time of the implementation of the Contract.

PERFORMANCE REQUIREMENTS SUMMARY FOR SERVICE OF PROCESS

REQUIRED SERVICE	STANDARD	METHOD OF MONITORING	DEDUCTION FOR SUBSTANDARD PERFORMANCE
Maintain required insurance, bonds and licenses.	Current at all times	Periodic inspection.	\$2,500.00 each month for each month out of compliance; if not corrected after 30 days, cancellation of contract
Contractor shall ensure that procedures used for Service of Process are within legal requirements	At all times	Periodic Inspections	\$500.00 for each violation and Contractor will indemnify the County for costs incurred to defend against legal attack and any loss as the result of such challenge
Contractor shall have on file for each employee/agent performing work pursuant to this Contract a signed "Acknowledgment of Responsibility for Confidentiality Related to the Contract for Child Support Service of Legal Process"	Current at all times	Inspection of records and files	\$1,000.00 for each employee or agency for whom the required statement is not on file
Contractor and Contractor's employees and agent shall maintain confidentiality of all information received from the CSSD except as otherwise specified in the Contract.	At all times	No Complaints	\$1,000.00 per instance, immediate removal of culpable employee; indemnification to County for any loss or costs suffered by County.
Contractor shall obtain County's written approval prior to subcontracting any work as stated in Contract: Sub-paragraph 8.39 – Subcontracting	At all times	Inspection and Observation	\$100.00 per occurrence; possible termination for default of the contract
Produce annual report	Produce report within 90 days of end of contract year	Review of reports	\$1,000.00 for non-compliance
Contractor's representative to attend all scheduled meetings as stated in the Statement of Work, Sub-paragraph 4.7.	At all times, unless arrangements made by County and Contractor for a particular month	Attendance	\$50.00 per occurrence

TECHNICAL EXHIBIT 1
Page 2 of 2

PERFORMANCE REQUIREMENTS SUMMARY FOR SERVICE OF PROCESS

REQUIRED SERVICE	STANDARD	METHOD OF MONITORING	DEDUCTION FOR SUBSTANDARD PERFORMANCE
Contractor shall ensure that all employees and agents engaged in Service of Process meet the registration and age requirements.	At all times	Periodic inspection	\$500.00 will be assessed for each document served by an unqualified process server
Contractor shall receive, pick-up, and deliver documents at the times and places designated in the Contract.	At all times	Monthly Inspections	\$500.00 per day for each day after the second day missed to receive, pick-up or deliver documents.
Contractor will take measures to ensure the quality of service of Summons and Complaints and the integrity of services provided under this contract.	At all times	Monthly Inspections	If more than 5% of the total documents served in any billing period are inaccurate, returned late, or service is found to be invalid, \$500.00 will be assessed on each document that exceeds 5%.
Contractor will take measures to ensure the quality of service of Subpoenas, Citations and Order to Show Cause (OSC) and the integrity of services provided under this contract.	At all times	Monthly Inspections	If more than 5% of the total documents served in any billing period are inaccurate, returned late, or service is found to be invalid, \$500.00 will be assessed on each document that exceeds 5%.
Contractor shall provide updates on all outstanding cases no less than every thirty- (30)-days or at frequency as agreed between the Contractor and the County.	At all times	Periodic Inspections	\$1,000 per day, if failure to meet any update requirement by more than five (5) business days.
Contractor shall comply with all timeframes for Services of Process as specified in the Contract.	At all times	Periodic Inspections	No payment will be made for any service after the deadline, if more than 5% of the documents are served late, \$500 will be assessed for each document served after the deadline.
Contractor must develop a database suitable to data transfers pursuant to protocol established between County and Contractor.	Database must be in place and ready to transmit data either directly or indirectly into ARS not later than 60 days from date the County notifies Contractor in writing of the final file specifications and implementation date.	Data Transfer testing and verification	\$1,000.00 per day until database is ready to transmit data.

CONTRACT DISCREPANCY REPORT

To: _____

From: _____

Dates: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY OR PROBLEMS:

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of (Contractor) Contract Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

COUNTY ACTIONS:

Contractor Notified of Action:

Name of County Contract Administrator

Signature of Contract Manager

EXHIBIT B
PRICING SCHEDULE

PROPOSAL PRICE FROM September 1st 2007 to August 31st 2008

A. STANDARD SERVICE

	<u>Personal Service</u>	<u>Substitute Service</u>
1. Los Angeles County (Proposer must serve process for one flat fee within Los Angeles County.)	\$ <u>25.00</u>	\$ <u>25.00</u>
2. Seven counties – Kern, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura (Proposer must serve process for one flat fee in the counties listed above).	\$ <u>30.00</u>	\$ <u>30.00</u>
3. All other California counties not listed above (Proposer must serve process for one flat fee within California excluding the counties listed above).	\$ <u>40.00</u>	\$ <u>40.00</u>
4. Outside of California (Greater detail may be provided as needed including geographical fee schedules)	\$ <u>75.00</u>	\$ <u>75.00</u>

B. RUSH SERVICE (72 HOURS)

(Standard service charge plus surcharge for RUSH service)

1. Los Angeles County (Service must be at one flat rate)	\$ <u>No Charge</u>
2. Other counties in California (Service must be at one flat fee for service anywhere in state outside Los Angeles County)	\$ <u>No Charge</u>

PAYMENT IS GIVEN ONLY FOR SUCCESSFUL SERVICE WHETHER IT IS PERSONAL SERVICE OR SUBSTITUTE SERVICE. THERE IS NO PAYMENT FOR UNSUCCESSFUL SERVICE

Electronic Document Processing

Firm name, Address, Phone Number

 PRESIDENT
Signature and Title


Print Name

Signature and Title

Print Name

PROPOSAL PRICE FROM September 1st 2008 to August 31st 2009

A. STANDARD SERVICE	<u>Personal Service</u>	<u>Substitute Service</u>
1. Los Angeles County (Proposer must serve process for one flat fee within Los Angeles County.)	\$ <u>26.00</u>	\$ <u>26.00</u>
2. Seven counties – Kern, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura (Proposer must serve process for one flat fee in the counties listed above).	\$ <u>31.00</u>	\$ <u>31.00</u>
3. All other California counties not listed above (Proposer must serve process for one flat fee within California excluding the counties listed above).	\$ <u>41.00</u>	\$ <u>41.00</u>
4. Outside of California (Greater detail may be provided as needed including geographical fee schedules)	\$ <u>76.00</u>	\$ <u>76.00</u>

B. RUSH SERVICE (72 HOURS)

(Standard service charge plus surcharge for **RUSH** service)

- | | |
|---|---------------------|
| 1. Los Angeles County
(Service must be at one flat rate) | \$ <u>No Charge</u> |
| 2. Other counties in California
(Service must be at one flat fee for service anywhere in state outside Los Angeles County) | \$ <u>No Charge</u> |

**PAYMENT IS GIVEN ONLY FOR SUCCESSFUL SERVICE WHETHER IT IS
PERSONAL SERVICE OR SUBSTITUTE SERVICE. THERE IS NO PAYMENT FOR
UNSUCCESSFUL SERVICE**

Electronic Document Processing

Firm name, Address, Phone Number

Signature and Title

Signature and Title

PRESIDENT

Print Name

Print Name

PROPOSAL PRICE FROM September 1st 2009 to August 31st 2010

A. STANDARD SERVICE	<u>Personal Service</u>	<u>Substitute Service</u>
1. Los Angeles County (Proposer must serve process for one flat fee within Los Angeles County.)	\$ <u>27.00</u>	\$ <u>27.00</u>
2. Seven counties – Kern, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura (Proposer must serve process for one flat fee in the counties listed above).	\$ <u>32.00</u>	\$ <u>32.00</u>
3. All other California counties not listed above (Proposer must serve process for one flat fee within California excluding the counties listed above).	\$ <u>42.00</u>	\$ <u>42.00</u>
4. Outside of California (Greater detail may be provided as needed including geographical fee schedules)	\$ <u>77.00</u>	\$ <u>77.00</u>

B. RUSH SERVICE (72 HOURS)

(Standard service charge plus surcharge for RUSH service)

- | | |
|---|---------------------|
| 1. Los Angeles County
(Service must be at one flat rate) | \$ <u>No Charge</u> |
| 2. Other counties in California
(Service must be at one flat fee for service anywhere in state outside Los Angeles County) | \$ <u>No Charge</u> |

**PAYMENT IS GIVEN ONLY FOR SUCCESSFUL SERVICE WHETHER IT IS
PERSONAL SERVICE OR SUBSTITUTE SERVICE. THERE IS NO PAYMENT FOR
UNSUCCESSFUL SERVICE**

Electronic Document Processing

Firm name, Address, Phone Number

Signature and Title

Signature and Title

PRESIDENT

Print Name

Print Name

PROPOSAL PRICE FROM September 1st 2010 to August 31st 2011

A. STANDARD SERVICE	<u>Personal Service</u>	<u>Substitute Service</u>
1. Los Angeles County (Proposer must serve process for one flat fee within Los Angeles County.)	\$ <u>28.00</u>	\$ <u>28.00</u>
2. Seven counties – Kern, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura (Proposer must serve process for one flat fee in the counties listed above).	\$ <u>33.00</u>	\$ <u>33.00</u>
3. All other California counties not listed above (Proposer must serve process for one flat fee within California excluding the counties listed above).	\$ <u>43.00</u>	\$ <u>43.00</u>
4. Outside of California (Greater detail may be provided as needed including geographical fee schedules)	\$ <u>78.00</u>	\$ <u>78.00</u>

B. RUSH SERVICE (72 HOURS)(Standard service charge plus surcharge for **RUSH** service)

- | | |
|---|---------------------|
| 1. Los Angeles County
(Service must be at one flat rate) | \$ <u>No Charge</u> |
| 2. Other counties in California
(Service must be at one flat fee for service anywhere in state outside Los Angeles County) | \$ <u>No Charge</u> |

**PAYMENT IS GIVEN ONLY FOR SUCCESSFUL SERVICE WHETHER IT IS
PERSONAL SERVICE OR SUBSTITUTE SERVICE. THERE IS NO PAYMENT FOR
UNSUCCESSFUL SERVICE**

Electronic Document Processing

Firm name, Address, Phone Number


 Signature and Title

PRESIDENT


 Print Name

Signature and Title_____
Print Name

EXHIBIT C
CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S EEO CERTIFICATION

ELECTRONIC DOCUMENT PROCESSING, INC

Company Name

16700 VALLEY VIEW AVE #280.LA MIRADA, CA 90638

Address

33-0565973

Taxpayer I.D. Number

GENERAL

In accordance with provisions of §4.32.010, et seq. of the *Los Angeles County Code*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies, are and will be treated equally by the firm without regard to, or because of, race, religion, ancestry, national origin, or sex, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

- | | YES | NO |
|--|-------|-----|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. | (X) | () |
| 2. Contractor periodically conducts a self analysis or utilization of its work force. | (X) | () |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. | (X) | () |
| 4. When areas are identified in its employment practices, and Proposer has a system for taking reasonable corrective action, to include establishment of goals and timetables. | (X) | () |

Signature



Date

JOHN T. COLLINS

PRESIDENT

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT MANAGEMENT DIVISION CHIEF:

Name: Elisha Gardner
Title: Division Chief, Contracts and Grants Management Division
Address: 5770 South Eastern Avenue, 3rd Floor, Commerce, CA 90040
Telephone: (323) 889-3414
Facsimile: (323) 869-0644
E-Mail Address: egardner@cssd.lacounty.gov

COUNTY AUTHORIZED DESIGNEE

Name: Linda Billups
Title: Contract Analyst
Address: 5770 South Eastern Avenue, 3rd Floor, Commerce, CA 90040
Telephone: (323) 889-3364
Facsimile: (323) 869-0644
E-Mail Address: lbillups@cssd.lacounty.gov

EXHIBIT F

CONTRACTOR'S NAME: ELECTRONIC DOCUMENT PROCESSING, INC.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: KATHY GOMEZ
Title: OPERATIONS MANAGER
Address: 16700 VALLEY VIEW AVE #280
LA MIRADA, CA 90638
Telephone: (800) 225-5337
Facsimile: (714) 517-9154
E-Mail Address: KATHYG@EDPLEGAL.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: JOHN T. COLLINS
Title: PRESIDENT
Address: 16700 VALLEY VIEW AVE #280
LA MIRADA, CA 90638
Telephone: (800) 225-5337
Facsimile: (714) 517-9154
E-Mail Address: JOHNC@EDPLEGAL.COM

Notices to Contractor shall be sent to the following:

Name: CRAIG COLLINS
Title: VICE-PRESIDENT
Address: 16700 VALLEY VIEW AVE #280
LA MIRADA, CA 90638
Telephone: (800) 225-5337
Facsimile: (714) 517-9154
E-Mail Address: CRAIG@EDPLEGAL.COM

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 3. A purchase made through a state or federal contract; or
 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: ELECTRONIC DOCUMENT PROCESSING, INC		
Company Address: 16700 VALLEY VIEW AVE STE# 280		
City: LA MIRADA	State: CA 90638	Zip Code:
Telephone Number: (800) 225-5337		
Solicitation For (Type of Goods or Services): Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

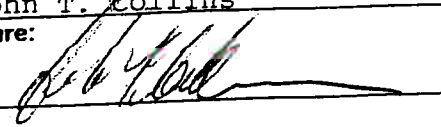
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: John T. Collins	Title: President
Signature: 	Date:

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Griffith and Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Title 2 ADMINISTRATIONChapter 2.201 LIVINGWAGE PROGRAM**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business.

Title 2 ADMINISTRATION

Chapter 2.201 LIVINGWAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

Title 2 ADMINISTRATION

Chapter 2.201 LIVINGWAGE PROGRAM

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.

Title 2 ADMINISTRATION

Chapter 2.201 LIVINGWAGE PROGRAM

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

Title 2 ADMINISTRATION

Chapter 2.201 LIVINGWAGE PROGRAM

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): Kaiser Permanente

Company Insurance Group Number: 251066-0000

Health Benefit(s) Payment Schedule:

☒ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____
(Specify)

PLEASE PRINT COMPANY NAME: <u>EDP LEGAL SERVICES</u>	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE: <u>John T. Collins</u>	DATE: <u>5/31/07</u>
PLEASE PRINT NAME: <u>JOHN T. COLLINS</u>	TITLE OR POSITION: <u>PRESIDENT</u>



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form.
(Information to complete this form can be obtained from your
weekly certified payroll reports) Submit this form with your
Certified Payroll Reports to the awarding County department.
Be sure to complete and sign the reverse side of this form
before submitting

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: _____ to payroll period: _____	(5) For Month Ending: _____
(6) Department Name:		(7) Contract Service Description:	
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	
(11) Employee Name, Address & Social Security Number	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period	(14) Total Aggregate Hours
		1 2 3 4 5	
			(15) Employee Paid Health Benefit Hourly Rate
			(16) Gross Amount Paid (14x15)
			(17) Employee Paid Health Benefit Hourly Rate
			(18) Gross Amount Paid (17x18)
			(19) Aggregate Health Benefits Paid (16+18)
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.			
Print Authorized Name:		Total (The Page)	
		Grand Total (All Pages)	
Authorized Signature:		Date: / / Title: Telephone Number (include area code) Page: of	

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
 ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

CHARITABLE CONTRIBUTIONS CERTIFICATION

ELECTRONIC DOCUMENT PROCESSING, INC

Company Name

16700 VALLEY VIEW AVE .STE#280 LA MIRADA, CA 90638

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

JOHN T COLLINS

PRESIDENT

Name and Title of Signer (please print)